

Kula Desserts, the premium all vegan ice cream filled with gluten-free goodies, wants you to #showmeyourgoodies! Kula is holding a state-wide contest for four chances to win free ice cream for a year. Kula invites anyone to enter by posting a photo of a Kula pint on Instagram, Facebook, or Twitter from your local Gelson's store with the hashtag #showmeyourgoodies and tagging + following @kulaicecream, @gelsonsmarkets and tagging three friends who love ice cream.

RULES

THIS PROMOTION IS INTENDED FOR PLAY IN CALIFORNIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE AND LOCATED IN CALIFORNIA, AT THE TIME OF PARTICIPATION (SEE SECTION 1 FOR ELIGIBILITY).

KULA DESSERTS #SHOWMEYOURGOODIES (“PROMOTION”) OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE ADMINISTRATOR (DEFINED BELOW), WHICH SHALL BE FINAL IN ALL RESPECTS.

PROMOTION OVERVIEW: Sponsor invites eligible individuals to take a “selfie” (a photo of themselves) with a pint of Kula Ice Cream from Gelson's and post the photo with the required hashtags via Instagram, Twitter, or Facebook and tag the accounts of three friends. See Section 3 for complete details on how to submit an entry. Purchase of Sponsor's product is not required for participation in the Promotion; inclusion of a product in the video is required. Entries will be judged to determine the winners. See Rule 5 for Judging Criteria. Unlimited entries may be submitted.

ELIGIBILITY:

The Promotion is open only to legal residents of California who are 18 years of age or older at the time of entry. Void where prohibited. The following persons are not eligible to participate: employees, contractors, directors, and officers of PB SCOOPS LLC DBA KULA DESSERTS (“Sponsor”), and each of their respective parent, subsidiary and affiliated companies, distributors, Web design, advertising, fulfillment, judging and promotion agencies involved in the administration, development, fulfillment and execution of this Promotion (collectively, “Promotion Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or “step”) of each and those living in their same households (those persons whether related or not who live in

the same residence for at least three months during the twelve-month period preceding the start date of the Promotion).

PROMOTION PERIOD:

The Promotion begins on May 16, 2022 at 9:00:00 a.m. Pacific Time (“PT”) and ends on September 16, 2022 at 11:59:59 p.m. PT (“Promotion Period”). The time clock of the computer administering this Promotion is the official clock for this Promotion.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT THEIR ENTRY MAY BE POSTED ON SPONSOR’S WEBSITE, OTHER WEBSITES OWNED OR CONTROLLED BY SPONSOR OR SPONSOR’S SOCIAL MEDIA ASSETS, AT SPONSOR’S DISCRETION. Having your Entry (defined below) featured is unrelated to the judging and does not guarantee selection as a winner in the Promotion nor does it entitle the entrant(s) responsible for the featured Entries to any compensation or prize. Sponsor has no obligation to use or post any Entry you submit. Sponsor shall have full right and power to copy, publish, broadcast, display, distribute, use, edit, translate, alter, combine with other material, reuse and adapt any or all portions of the Entries in any way and for any purpose whatsoever, at any time, now or in the future, in any media now known or hereafter devised throughout the world in any manner whatsoever and for any purpose without notice or compensation to entrant (or entrant’s heirs or successors) of any kind. Entries that are not in accordance with these Official Rules or are not received during the Promotion Period will be ineligible.

TO ENTER:

During the Promotion Period, take a photo of yourself with a Kula Pint from Gelson’s (“Selfie”). Post the Selfie with hashtag #ShowMeYourGoodies and #Entry (the “Hashtags”) and tag the accounts of three friends (altogether the “Entry”) via Instagram, Facebook, or Twitter as described below. No product purchase necessary to enter or win. Purchase of Sponsor’s product is not required for participation. Do not include any music in your Entry.

Instagram: During the Promotion Period, post your Entry (described above) on your personal Instagram account. You must have a valid and public Instagram account if you are entering via “Instagram”. Posts published in Instagram Stories will NOT qualify.

Facebook: Post your Entry (defined above) on your personal Facebook account. You must have a valid and public Facebook account to participate via Facebook. Posts published in Facebook Stories will NOT qualify.

Twitter: Post your Entry (defined above) on your personal Twitter account. You must have a valid and public Twitter account to participate via Twitter. Posts published in Facebook Stories will NOT qualify.

Entry Requirements for each Entry Submission:

Hashtags and uploads must be in English.

Submission can only include one individual who must be the Entrant.

Submission cannot include any music.

Submission must be suitable for display and publication for a “G” rated audience.

Registration for and use of any Social Media account is subject to the terms and conditions of the Social Media used and Sponsor has no responsibility with respect to such registration or use or enforcement of such terms and conditions.

The Hashtags MUST be included in order for your Entry to be valid. See Section 4 for additional Entry Guidelines. By using the Hashtags, entrants are consenting to receive direct messages via Instagram, Facebook, or Twitter.

Entries will be judged to determine the Grand Prize winners. See Section 5 for Judging Criteria. Your profile associated with the social media platform used to enter (Instagram, Facebook, and/or Twitter) must be public and/or unprotected and viewable by the Sponsor and its Administrator and allow direct messages from anyone so that you may be contacted by the Administrator if you are selected as the winner.

Unlimited Entries are allowed during the Promotion Period, but each Entry must be a distinct photo submission.

Entry submission must be manually key stroked and/or manually entered by the individual entrant; automated and/or repetitive electronic submission of Entries (including but not limited to Entries made using any script, macro, bot or Promotion service) will be disqualified and transmissions from these or related social media accounts or IP addresses may be blocked.

Incomplete, deceptive or garbled Entries are not eligible. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record an Entry.

The name of the person submitting the Entry into the Promotion must be the person in the Shelfie and the name of the authorized account holder of the social media account used to enter, otherwise the Entry may be deemed void. In the event of a dispute over the identity of a potential winner, the Entry will be declared made by the authorized account holder of the social media account used during the entry process. The potential winner may be required to provide identification sufficient to show that they are the authorized account holder of such account.

If entering with a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Check

with your wireless service provider for details on these and any other applicable charges. Entrants are solely responsible for any such wireless charges. Mobile entry is not required to submit an Entry or win a prize in this Promotion.

ENTRY GUIDELINES:

Entry must comply with these Official Rules, the Instagram Terms of Use, the Facebook Terms of Service, and the Twitter Terms of Service found at <https://www.instagram.com/legal/terms>, <https://www.facebook.com/terms.php?ref=pf> and https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/asset-download-files/TheTwitterUserAgreement_1.pdf (depending on entry method used to enter). In the event of a conflict between the Promotion Official Rules and Instagram Terms of Use, the Facebook Terms of Service, or the Twitter Terms of Service, the Promotion Official Rules shall govern.

By submitting an Entry, you agree that your Entry is gratuitous and made without restriction, and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. You acknowledge that other entrants may have used ideas and/or concepts in their Entry that may be similar in idea or concept to what is included in your Entry. You understand and agree that you shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity. By submitting an Entry you warrant and represent that it: (i) is your original work, (ii) has not been previously published, (iii) has not been entered in or won previous Kula Ice Cream promotions or awards, (iv) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity, (v) that you have obtained permission from any person whose name or likeness is used in your Entry; and (vi) that publication of the Entry via various media including Web posting, will not infringe on the rights of any third party rights. Each entrant will indemnify and hold harmless, Sponsor from any claims to the contrary. Any Entry which includes likenesses of third parties or contains elements not owned by the entrant is subject to Entrant or Sponsor obtaining all required legal releases for such use including Sponsor's use of such Entry, in a form satisfactory to the Sponsor, prior to awarding of the prize. Sponsor reserves the right but not the obligation, in its sole discretion, to remove or blur or to ask the applicable entrant to remove or blur any non-material elements (e.g. small logos on clothing) rather than disqualify an otherwise compliant Entry.

As determined by the Sponsor, in its sole discretion, Entries must meet the following guidelines: (i) Must comply with these Official Rules; (ii) Cannot be sexually explicit or

suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, political, professional or age group, profane or pornographic, contain nudity or any materially-dangerous activity; (iii) Cannot promote alcohol, marijuana, illegal drugs, tobacco, vaping products, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (iv) Cannot be obscene or offensive, endorse any form of hate or hate group; (v) Cannot promote terrorist acts such as providing instructions on how to assemble bombs, grenades and other such weapons or provide instructional information about illegal activities; (vi) Cannot defame, misrepresent or contain disparaging or slanderous remarks about Sponsor, its customers or its products, or other people, products or companies; (vii) Cannot contain trademarks, logos or trade dress owned by others (except Sponsor's trademarks, logos or trade dress), or advertise or promote any brand or product of any kind (except Sponsor's products), without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (viii) Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art, stills, or images published on or in television, movies, the Internet or other media, except such materials owned by Sponsor) without permission; (ix) Cannot contain background artwork, unless it is an original work of the entrant; (x) Cannot contain any music, regardless of ownership; (xi) Cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the entrant; (xii) Cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and (xiii) Cannot depict, and cannot itself, be in violation of any law.

If you think that any Entry infringes your intellectual property rights, please follow the notification guidelines as stated herein. PB SCOOPS LLC investigates notices of alleged infringement and takes appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c) ("DMCA"). PB SCOOPS LLC may be sent notifications of claimed copyright infringement to hithere@kulaicecream.com. Your notice of claimed infringement must include the following information: (i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner; (ii) Identification of the copyrighted work claimed to have been infringed; (iii) Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit us to locate the material; (iv) Information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. For more details on the information

required for valid notification, see 17 U.S.C. 512(c)(3). Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

ENTRIES POSTED TO SPONSOR'S ASSETS (IF ANY) WERE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Sponsor reserves the right to waive the entry requirements set forth herein in its sole discretion.

WINNER DETERMINATION:

Winners – Determined via Judging and random selection: Entries will be judged by Sponsor and/or Sponsor's agency ("Panel") based on the following criteria ("Judging Criteria"):

Relevance to theme (34%)

Creativity and originality of submission (33%)

Quality of submission (33%)

Each week, the top five (5) Entries receiving the highest cumulative scores as awarded by the Panel will be entered into a random drawing from which one winner will be randomly selected. In the event of a tie, the tie will be broken based on the highest score in the first judging criterion listed above continuing thereafter to each judging criterion in order, as needed to break the tie. Grand Prize winners will be determined on the 16th of each Month (June, July, August, September). Four winners will be selected in total (one per month). Entries not selected to win during a previous month will be considered in subsequent months.

PRIZE DETAILS:

Prizes (4): a one-year supply of Kula Ice Cream shipped to a California Residence. Approximate Retail Value ("ARV") of each Prize: \$1,176. See "Prize General Terms" below for additional prize conditions. Total ARV of all Grand Prizes is \$4,704.00. Grand Prize General Terms: Winner is responsible for any loss of prize or portion of any prize after it has been delivered. Sponsor will not replace any lost or stolen portions of the prize. An unclaimed and/or unused prize element will remain the property of Sponsor. Winner must accept prize as stated by Sponsor or prize may be forfeited.

WINNER NOTIFICATION:

Potential winners will be notified via direct message (“DM”) through their social media account used to submit their Entry and will be required to respond to the notification (as stated within the notification) within seventy-two (72) hours to accept prize and receive further instructions on how to claim prize. The potential Prize winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release (“Affidavit”) within twenty-four (24) hours beginning at the time the Administrator sends the Affidavit to winner via email. Failure to return the Affidavit within the specified time period may result in prize forfeiture. Sponsor and Promotion Parties are not responsible for suspended or discontinued Internet or wireless service or a change in winner’s social media account or email address, which may result in a potential winner not receiving prize notification. If a prize notification or prize is returned as undeliverable, if a potential winner does not respond to the notification (as instructed within the notification), if a potential winner cannot be verified or is otherwise unable to accept the prize as stated, prize may be forfeited. Prizes will only be awarded to an eligible entrants residing within California. Sponsor and Promotion Parties are not responsible for any undelivered emails or unanswered DM’s, including without limitation, emails or DM’s that are not received because of potential winner’s privacy or spam filter settings which may divert any Promotion email, including any winner notification email, to a spam or junk folder. Upon forfeiture for any reason as stated within these Official Rules, no compensation will be given. Prizes will be shipped within ten (10) weeks of winner verification and every month thereafter. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. Each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his or her Entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. winner hereby waives in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to his/her Entry. Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

LIMITATIONS OF LIABILITY AND RELEASE:

No liability or responsibility is assumed by Sponsor or Promotion Parties resulting from entrant's participation in or attempt to participate in the Promotion or ability or inability to upload or download any information in connection with the Promotion. No responsibility or liability is assumed by Sponsor or Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Promotion: Hardware or software errors; faulty computer, telephone, cable, satellite, network, wireless, electronic, Internet connectivity or other online or network communication problems; errors or limitations of any Internet service providers, servers, hosts or other providers; garbled, jumbled or faulty data transmissions; failure of any online transmissions to be sent or received; lost, late, delayed or intercepted transmissions; inaccessibility of the network in whole or in part for any reason; traffic congestion on the Internet or the network unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, or worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of a social media account used in connection with the Promotion. Sponsor and Promotion Parties are not responsible for any printing, typographical, technical, computer, network or human error which may occur in the administration of the Promotion, the uploading, the processing of Entries, judging of Entries, the announcement of the prizes or in any Promotion-related materials. Sponsor and Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer or web-enabled device resulting from participation in the Promotion. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

RELEASE OF LIABILITY:

By participating in the Promotion, entrants agree (i) to release Sponsor, the Promotion Parties, Meta, and Twitter from any and all claims, damages or liabilities arising from or relating to such entrant's participation in the Promotion; (ii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (iii) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (iv) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. By accepting a prize, recipients (i) agree that Sponsor, the Promotion Parties, Meta, Twitter, Gelson's and all of their respective officers, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by winner against, any liability for injuries, losses or damages of any kind to

persons or property resulting in whole or in part, directly or indirectly, from participation in the Promotion; from acceptance, possession, use or misuse of any prize, including travel thereto and (ii) grant (and agree to confirm grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority, and each of their respective designees the right to use his/her name, photograph, likeness, voice, image, statements, biographical information, and Entry (which may be altered, changed, modified, edited, used alone or with other works, as solely determined by Sponsor) at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, including the Internet without review, notification or approval, and additional compensation or consideration, unless prohibited by law. Sponsor and Promotion Parties are not liable in the event that any portion of the Promotion (including any prize) is compromised, modified or canceled due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control (a "Force Majeure Event").

GENERAL CONDITIONS:

Winners are solely responsible for any taxes on their prize, if any. Grand Prize winners will be required to give their social security number to the Administrator as a condition of receiving the prize and will receive an IRS Form 1099 for the retail value of their prize. No cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. No transfer of prize is permitted. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor, except manufacturer's standard written warranty included in the prize packaging. Unclaimed prizes will not be awarded. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. If for any reason the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right to (i) cancel, suspend and/or modify the Promotion, or any part of it, and (ii) disqualify any individual who is responsible for such action. If terminated, Sponsor may, in its sole discretion, determine the winners from among all eligible Entries received up to time of such action in a manner as determined by the Administrator. This Promotion is offered only in California and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to

the jurisdiction and venue of the federal, state and local courts for San Diego County, California.

Please see Sponsor's privacy policy located at

<https://www.kulaicecream.com/privacy-policy> for details of Sponsor's policy regarding the personal information collected in connection with this Promotion. Additionally, any communication between entrant and Sponsor or its agencies regarding this Promotion (e.g. DM's, phone calls, text messages, chats, email, etc.) may be recorded for quality assurance and training purposes. Winners' names will be included in a publicly available winners list.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNERS' LIST:

For the names of the winners, send a self-addressed, stamped envelope to be received by April 30, 2022 to: Kula Desserts c/o Winner's List, 9883 Pacific Heights Blvd. Suite F, San Diego, CA 92121.

SPONSOR:

PB Scoops LLC DBA Kula Desserts, 9883 Pacific Heights Blvd. Suite F, San Diego, CA 92121.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Gelson's, or Twitter. You understand that you are providing your information to Sponsor and not to Instagram, Facebook, or Twitter. Any questions, comments or complaints regarding this Promotion shall be directed to Sponsor and not to Instagram, Facebook, or Twitter.